



10156 Marysville Rd. (Farm), P.O. Box 7 (Mailing)  
Ostrander, Ohio 43061  
(614) 867-3831  
info@fourstarquarterhorses.com

SMOKIN CUSTOM CROME will be standing at Four Star Quarter Horses for the 2022 breeding season. This horse will continue to show during the 2022 breeding season and collection dates will depend on his schedule of shows. As a result of this, most of the semen being shipped will be that of frozen semen, with cooled semen available if his show schedule does not conflict when semen is being ordered. Please notify your veterinarian and have them check in with the farm prior to ordering semen for the possible availability of cooled semen being shipped.

### BREEDING CONTRACT – FROZEN SEMEN & COOLED SEMEN

This Agreement, by and between Four Star Quarter Horses, LLC (“FSQH” Stallion Owner) and the undersigned Owner or Lessee of the mare described below (“Mare Owner”):

1. The Mare Owner hereby engages one breeding service to Smokin Custom Crome, AQHA# 5113892/APHA# 961768 (the “Stallion”) for the mare (the “Mare”) listed below for the 2022 breeding season.

Mare Name: \_\_\_\_\_ Registration # \_\_\_\_\_

Breed: \_\_\_\_\_

2. **Breeding Fee.** The breeding fee shall be \$2,250.00, which includes a nonrefundable booking fee of \$500.00, which is due upon execution of this Agreement. Mare Owner agrees to pay the balance of the breeding fee and any other fees and expenses before any shipment of semen shall be made. In accordance with Ohio law, sales tax will be assessed on the breeding fees for all in-state mares. There is a 4% service fee for credit cards and will be paid via PayPal.

3. **Shipping Terms and Conditions.** Breeding provided by frozen semen will be shipped according to the terms and conditions for frozen semen set forth in Addendum A and fully incorporated herein.

4. **Breeding Season:** For purposes of this agreement, unless otherwise specified, the breeding season shall begin February 1<sup>st</sup> and close June 30<sup>th</sup> of the year on this agreement

5. **Breeder’s Certificate:** A Breeder’s Certificate will be issued only after owner has notified Four Star Quarter Horses that the mare has produced a live foal and all bills on the mare have been paid in full (veterinarian, farrier, embryo transfer service, etc.).

6. **Semen Handling.** Mare Owner agrees to assume responsibility for all facets of breeding the Mare and agrees to comply with all breed registry requirements concerning the use and handling of cooled or frozen semen. FSQH agrees to ship semen to the location designated by Mare Owner, but Mare Owner agrees and certifies that only a qualified and experienced person in the use and handling of transported semen and who practices equine reproduction as a regular part of his/her practice will perform the

insemination. Mare Owner agrees to use all semen provided by this Agreement solely to breed the Mare named in this Agreement. Any attempt to use any portion of any semen shipped to Mare Owner to breed any mare other than the Mare shall automatically terminate all obligations of FSQH under this Agreement and result in forfeiture of all breeding fees, balance of shipping fees, collection deposits and the right to a breeder's certificate. Any unused semen must be returned to FSQH or, with written permission, destroyed by a veterinarian. If multiple shipments of semen are requested, FSQH reserves the right to request a negative uterine culture, cytology or biopsy prior to sending further shipments. FSQH at its sole discretion may refuse to ship semen if FSQH believes the insemination is not proper or the Mare is not healthy.

6. **Additional Frozen Semen.** may be purchased for \$1,000.00 for 2 doses (Up to 16 straws) depending upon availability.

7. **Disclaimer.** FSQH will use reasonable efforts to ship semen on a first call, first serve basis to the designated location. Mare Owner acknowledges that this Agreement does not guarantee semen will be available. FSQH makes no representations or warranties, expressed or implied, regarding the semen delivered under this agreement, including without limitation, representations or warranties that the semen will safely reach the insemination point without losing its integrity, quality or other characteristics. FSQH makes no representations or warranties, express or implied, regarding the delivery of the semen under this Agreement, and shall not be responsible for delayed, lost or mishandled deliveries. Mare Owner hereby disclaims and releases FSQH from any liability, damages, claims, causes of actions, or losses with respect to the breeding of the Mare, this Agreement and the shipment and collection of the semen, including but not limited to consequential damages, lost breeding opportunities or lost profits. Mare Owner agrees and acknowledges that FSQH Farms has not made and does not make any representation or warranty as to the quality or conformation of the foal or that the foal will be free of any infirmity, conformation defect, disease or inherited trait. FSQH DISCLAIMS ANY WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS AGREEMENT AND THIS BREEDING. The parties hereto specifically agree if a dispute between Mare Owner and FSQH arises, Mare Owner's damages, expenses, costs and fees including attorneys' fees for such dispute, whatever the nature of the dispute shall be limited to an amount equal to the breeding fee specified herein.

8. **Live Foal Guarantee.** FSQH provides a limited guarantee that a single live foal will result from the breeding privileges granted herein. The term "live foal" means that a foal stands alone, nurses and lives for twenty-four (24) hours. If a live foal does not result from the breeding, Mare Owner shall be entitled to return the Mare or a substitute mare approved by FSQH, for breeding to the Stallion for the following breeding season only. If the Mare Owner chooses to exercise the option to rebreed in a subsequent breeding season, Mare Owner is responsible for payment of a \$250.00 rebreed charge and all transported semen charges and expenses for that subsequent season, but without payment of any further breeding fee. Mare Owner also remains subject to all terms and conditions of this Agreement. This obligation by FSQH to rebreed will apply only if this Agreement is fully paid and the Mare Owner notifies FSQH within forty-eight (48) hours of foaling that the Mare did not produce a live foal and within fourteen (14) days after the Mare Owner's notice to FSQH, Mare Owner certifies to FSQH that the birth was properly managed and also produces a statement from a licensed veterinarian stating details explaining the failure of the Mare to produce a live foal. It is agreed that this provision will be of no

further effect if the Mare is taken to any other stallion before returning to the Stallion. If Mare Owner fails to rebreed the following year, then any and all fees paid shall be forfeited, the right to rebreed is canceled and FSQH is released from all obligations of this Agreement.

**7. Certificate and Multiple Foals.** Upon notification of birth of a live foal and full payment of all fees and expenses and the performance of all other obligations of Mare Owner under this Agreement, FSQH shall issue one breeder's certificate to the Mare Owner. Should more than one embryo or foal result from a breeding, Mare Owner shall pay an additional breeding fee, including the booking fee, for each embryo or resulting foal. Such payment shall be due within 60 days of breeding if embryos are flushed from the Mare or within two weeks of foaling in case of twins in order to receive a breeding certificate for the additional foals. Failure to report an additional embryo could result in denial of a Breeders Certificate. Breeders Certificates will be released on line and hard copy mailed upon request of Mare Owner.

**8. Substitution.** If the Stallion dies, is unavailable, is sold or becomes unfit for service, and the Mare is not in foal, this Agreement shall become null and void and the breeding fee will be returned, less the booking fee and other expenses incurred to date. Alternatively, if frozen semen for the Stallion exists and is available, FSQH may, at its discretion, make it available to the Mare Owner pursuant to the terms and conditions for shipped frozen semen. If the Mare dies before being settled, another mare may be substituted only upon express written consent of FSQH.

**9. Miscellaneous.** It is further agreed: (a) this Agreement constitutes the entire agreement between both parties hereto and there are no binding agreements, understandings, restrictions, warranties or representations between the parties other than those set forth herein; (b) this Agreement cannot be amended except in a writing executed by all parties hereto; (c) this Agreement may not be assigned or transferred in any manner, absent the express written permission of FSQH; (d) this Agreement shall be governed by the laws of the State of Ohio and shall be binding upon the heirs, personal representatives, successors, agents and permitted assigns of the parties; (e) all actions concerning this Agreement shall be instituted in the Delaware County Circuit or Superior Courts, Delaware, OH or in the United States District Court for the Western District of Ohio, and Mare Owner irrevocably and unconditionally submits to the personal jurisdiction of said courts; (f) Mare Owner acknowledges that failure of FSQH to require performance of any provision of this Agreement shall not affect FSQH right to later require performance, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself; (g) the person executing this Agreement on behalf of the Mare Owner is fully authorized to execute this Agreement on behalf of Mare Owner; (h) should it be necessary for FSQH to employ an attorney to enforce any of the terms of this Agreement, including collection of money owed, Mare Owner shall pay all attorney fees, paralegal fees, accountant fees and any other costs or expenses incurred by FSQH.

**10. A COPY OF THE MARES REGISTRATION PAPERS MUST ACCOMPANY THIS CONTRACT. OWNER RECORDED ON REGISTRATION CERTIFICATE WILL BE RECORDED ON THE STALLION BREEDING REPORT.**

Mare Owner: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Four Star Quarter Horses, LLC Agent

\_\_\_\_\_ Date: \_\_\_\_\_

Please charge the following credit card for all remaining fees or deposits due along with a 4% usage fee to release semen shipment

Name of Cardholder:

\_\_\_\_\_

Billing Statement Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip: \_\_\_\_\_ Card # \_\_\_\_\_

Exp Date: \_\_\_\_\_ 3 or 4-digit security code: \_\_\_\_\_

Phone: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_

Email completed form with mare papers to [info@fourstarquarterhorses.com](mailto:info@fourstarquarterhorses.com) or by physical mail to:  
Four Star Quarter Horses, 10156 Marysville Rd., Ostrander, OH 43061

## **Addendum A – Terms & Conditions for Frozen Semen (2022)**

### **The following are Terms and Conditions for breeding Mare to Stallion via Frozen Semen:**

1. Please remember that a signed breeding contract, all deposits and fees for collection and shipment, and all breeding fees and expenses must be submitted and paid to FSQH prior to making a request for any shipment to SBS. Our frozen semen is housed and managed by Select Breeders Southwest (SBS), and all shipments to mare owner will come from there.

2. All shipping charges will be the Mare Owner's responsibility. The charge for a standard overnight delivery is \$500.00 and a same day (counter to counter) shipment within the U.S. is \$700.00. Late Calls for semen shipment will be subject to an additional \$50.00 late fee that must be paid before semen is shipped. All Shipping charges must be paid in full to SBS before semen will be shipped to the Mare. Additionally, mare owner will be responsible for the return of any frozen semen containers sent by Bella Vista Equine to facility.

3. **Equitainer:** The Mare Owner understands that the Equitainer is the property of SBS and that the Mare Owner does not obtain rights to the Equitainer by virtue of this agreement. Should the Mare Owner fail to **return the Equitainer within 3 business days after receipt, \$1500.00** will be charged to the Mare Owner to cover the cost of the Equitainer. The cost of returning the Equitainer is the responsibility of the Mare Owner. **\_\_\_\_\_ Mare Owner initials**

4. **Due to Canadian customs restrictions, frozen semen shipments to Canada may require extra coordination and handling.** It is the Mare Owner's responsibility to ensure that FedEx will deliver shipment to their location. It is the responsibility of Mare Owner to know when customs offices in Canadian airports are open to ensure the shipment can be picked up in a timely manner. Mare Owner is responsible for obtaining a Canadian Shipped Semen Permit. Canadian shipments **MUST** be requested at least 24 hours in advance of collection. The charge for a standard overnight shipment to Canada is \$500.00 plus \$300 permit fee.

5. **Ordering and confirming the availability of shipped semen is the Mare Owner's responsibility.** Mare Owner shall give advance notice of general shipping date to FSQH at least 1 week prior to breeding mare to guarantee the availability of semen. A semen request form may be required from SBS, and will be provided to mare owner when this agreement has been submitted to stallion owner.

I have received and agree to these Terms and Conditions for shipping frozen semen:

### **Contact for Order of Frozen Semen:**

#### **Select Breeders Services (SBS)**

2982 Rock Hill Rd

Aubrey, TX 76227 USA

P: (940) 365-2467 (SBSW)

[sbswinfo@selectbreederssw.com](mailto:sbswinfo@selectbreederssw.com)

Mare Owner Address for Delivery of Frozen Semen

Name of Facility: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Day Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Cell/Mobile: \_\_\_\_\_

Closest Airport: \_\_\_\_\_

E-mail: \_\_\_\_\_

## **Addendum B – Terms & Conditions for Cooled Semen (2022)**

### **The following are Terms and Conditions for breeding Mare to Stallion via Cooled Semen:**

This agreement is entered into on the date recorded above on contract, by the duly qualified member of Four Star Quarter Horses known as “STALLION OWNER”, and the ‘MARE OWNER’ whose name or signature appears above in contract. All parties agree that they have executed a breeding contract to breed the mare named above and below to Smokin Custom Crome. In addition to the duties placed upon all parties to the breeding contract, it is mutually agreed by all parties that good and sufficient consideration exists to execute transported cooled semen agreement for the breeding season mentioned below.

All parties agree that every cooled semen shipment, except for the first shipment for a fully-paid breeding, shall be paid by MARE OWNER, and shall be at a cost of **\$375.00 USD**. **Canadian shipments are \$460.00 US and the cost of Export Documents. Mare owner must notify Breeding Farm prior to any usage of frozen semen.** Cooled Semen is collected and shipped from:

Bella Vista Equine Reproductive Services LLC  
9573 Martinsburg Rd.  
St. Louisville, OH 43071  
Office Phone: (740) 503-0743  
Dr. Martinsen: (740) 503-2004  
Fax: (740) 745-5075  
Email: em@equinedoctor.com

**On site pick up is \$200.00.** All fees must be paid in advance of the shipment of semen. All major credit cards are accepted. In addition, prior to the first shipment of semen all breeding fees must be paid in full.

The MARE OWNER certifies that Bella Vista Equine Reproductive Services is obligated to transport cooled semen to the address of record, which has been provided in writing prior to any shipment by the MARE OWNER. If the MARE OWNER requests more than one shipment, the semen will be shipped to the last known address of record provided by the MARE OWNER to the STALLION OWNER.

The mare owner certifies that the address of record for the shipment is a suitable facility for the artificial insemination of the mare contracted to be bred. It is imperative that the MARE OWNER’S veterinarian be aware of the mare’s current breeding status and that she is, in fact, ready to breed. It is the STALLION OWNER’S stated preference that all shipments are made to and inseminations performed at established breeding farms or Veterinary Facilities. The mare owner certifies that only the mare that is the subject of the breeding contract shall be inseminated by the shipped semen of Smokin Custom Crome. A contract for cooled semen does not guarantee that semen will be available on the day you submit your request. Mares to be bred to Smokin Custom Crome will be provided with Shipped Cooled Semen in the order in which they are received by Stallion owner.

1. Collection days for cooled semen are MONDAY, WEDNESDAY, and FRIDAY. At least 24hr notice is required for any order of cooled semen. Manager must receive confirmation OR cancellation of shipment request by 9am EST on the requested day of shipment. You must contact Stallion Owner for collection requests.
2. Bella Vista Equine Reproductive Services shall ship semen collected from Smokin Custom Crome in an appropriate chilled semen container by an overnight courier. Bella Vista Equine Reproductive Services and STALLION OWNER further certify that the semen when collected will be of such a degree of mobility and motility so as to reasonably be acceptable for breeding.
3. Shipping containers must be returned to Bella Vista Equine Reproductive Services within 48 hours of receipt of semen shipment. Shipping containers not returned within the above specified time frame are subject to a fee of \$25.00/day until returned to Bella Vista Equine Reproductive Services.
4. The MARE OWNER agrees to comply with all AQHA, APHA or other breed association requirements concerning the use and handling of Transported Cooled semen.
5. All parties to this agreement agree that the obligations of performance by the STALLION OWNER and the Bella Vista Equine Reproductive Services shall be met when the chilled semen shipment is accepted at the address of record as provided by the MARE OWNER. Acceptance shall be defined as the contract expedited parcel delivery carrier actually delivering the shipment container to the address of record and receiving. All parties to this agreement agree that the risk of loss transfers to the MARE OWNER upon acceptance of delivery.
6. The STALLION OWNER and the MARE OWNER shall execute a Breeders Certificate and shall comply with any parentage verification as required by the AQHA, or their respective breed association. This agreement is limited to the 2022 Breeding Season.

\_\_\_\_\_  
Mare Owner Signature

\_\_\_\_\_  
Date

Mare Name \_\_\_\_\_



**COOLED SHIPPED SEMEN INFORMATION FORM**

**STALLIONS ARE COLLECTED ON MONDAY, WEDNESDAY, AND FRIDAY- NO EXCEPTIONS**

**Semen orders & Cancellations MUST be made by calling our Breeding Manager Kristin Patton at 614-867-3831. Semen must be requested no later than 9am EST for overnight delivery and by 9am EST for Counter to Counter.**

**Emails and Facebook messages WILL NOT BE ACCEPTED as there is no assurance that we will see them**

MARE (REGISTERED NAME): \_\_\_\_\_

MARE OWNER: \_\_\_\_\_

SEMEN SHIPPING ADDRESS (VIA FEDERAL EXPRESS)

Reproduction Clinic Name: \_\_\_\_\_

Vet: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Shipping Address: \_\_\_\_\_

Saturday Shipping Address if Fedex Saturday delivery is not available: \_\_\_\_\_

**COUNTER TO COUNTER INSTRUCTIONS (Same Day Delivery)**

Airport Code: \_\_\_\_\_ Pickup by: \_\_\_\_\_ Phone# \_\_\_\_\_

**Shipments must be pre-paid with check or credit card- NO EXCEPTIONS**  
**Credit Card Information: \*please note a 4% Service fee for credit cards**

Name of Card Holder: \_\_\_\_\_

Billing Statement Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Card #: \_\_\_\_\_ Code: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Email Address to Receive Conformation: \_\_\_\_\_